

Prepared By:
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108 Jefferson Street
Ripley, MS 38663
(601) 837-9976

BK 1130PG0111

DEED OF TRUST
(Monthly Payments)

From: CHARLES E. COOK AND WIFE, SHARON L. COOK
To DeWAYNE HARTSOE, 9294 Jayne Lewis Cove, Memphis, TN 38133
In consideration of \$10.00, in hand paid I convey and warrant to B. Sean Akins
Trustee, the following described property, real or personal, in Desoto County, State of Mississippi, to wit:

Lot 2, Cliffs Auto World 2 lot Subdivision, located in Section 34, Township 1 South, Range 8 West, Desoto County, Mississippi, as per plat thereof of record in Plat Book 52, Page 12, in the Chancery Court Clerk's office of Desoto County, Mississippi.

STATE MS.-DESOTO CO.
FILED

JUL 16 1 47 PM '99

BK 1136 PG 111
W.E. DAVIS CH. CLK.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of DeWAYNE HARTSOE
of Memphis, Tennessee, ~~XXXXXX~~, dated even herewith and due as follows:
In 84 monthly payments of \$ 1,583.78 each ~~XXXXXXXXXXXXXXXXXXXX~~ The first payment being due on the 28th day
of April 19 99 and one payment to become due on the 28th day of each month thereafter until said note or
notes are paid in full. Failure to pay any one of the payments named herein when due matures the entire unpaid balance at the option of the
payee or holder.

Bearing interest at the rate of 6 per cent per annum from _____ together with attorney's fees as
therein provided.

(B) Also, to secure any other indebtedness heretofore, now or hereafter (within the period of four years from the date hereof) contracted with either the
payee in, or the holder of the above described note or notes by the grantor or grantors herein or either of them, whether such other indebtedness be evidenced by
note, open account, overdraft, or any other manner whatsoever, including also any indebtedness of any grantor made as joint maker, surety, endorser, or guaran-
tor.

(C) Also, to secure any amount paid out or contracted to be paid, by the payee or the holder of said indebtedness to protect the property herein described
or the title thereto, including insurance, taxes, assessments, and any other liens or charges. All such additional indebtedness or advances, when not otherwise
specified by contract, to bear eight per cent interest from date made, and due on demand.

(D) Also to secure any renewal or extension of all or any part of any of the above described indebtedness, and the performance and fulfillment of all the
obligations, agreements and covenants of this trust and contract.

II. The Grantor or Grantors agree and bind themselves as follows: To promptly fulfill and comply with all the terms and conditions expressed and provided
for in the notes secured hereby: to pay all expenses and costs in any way incident to this trust deed; to keep said property free from all tax liens of every kind; to
keep the improvements thereon in reasonable repair and not permit waste of said property; to keep the improvements thereon fully insured in acceptable compa-
nies against loss by tornado, theft, and fire, payable in the event of loss to the owner or owners of said indebtedness as their interest may appear.

III. All payments made, as well as the proceeds of all property described in this deed of trust and all collaterals held by the payee in said note or notes (or the
holder of the indebtedness secured by this deed of trust), whether such collaterals are placed to secure the indebtedness herein set forth or as any other indebted-
ness to the payee in said note or notes or the holder of the indebtedness described in this deed of trust, as well as the proceeds of same may be applied by the
payee in said note or notes or the holder of the indebtedness secured by this deed of trust as they deem to their best interest and their election.

IV. If the trustee or the owner or owners of said note or notes should at any time believe any of the property herein conveyed endangered as security by
remaining in the grantor's possession; or if the grantors, or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy laws, or the
State Insolvency Laws, the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every kind
secured by this deed of trust due and payable. If the entire indebtedness is at any time declared due and payable by the trustee or owner or owners of said note or
notes in the manner as herein provided, or if said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by
them herein, then, said Trustee shall take possession of said property and sell the same, or a sufficiency thereof to pay said indebtedness, at public outcry for
cash to the highest bidder, such sale to be advertised and made in the manner sales of like property are required by law to be advertised and made under execu-
tion, but the Trustee shall have the right to fix a day of sale other than the day fixed by law for execution sales; and in case said property is situated in more than
one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and in case of personal property to
cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated, at the discretion of
the Trustee. Out of the proceeds of the sale the Trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a Trustee's fee of five
per cent upon the amount realized and the expenses of executing this trust.

V. The beneficiary in this deed of trust, the payee in said note or notes, or any owner or owners of the indebtedness secured by this deed of trust, at any time that they, or any of them, may so desire, may appoint another trustee in the place of the one herein appointed, or any successor to the one herein named; but if there be one or more owners of said indebtedness and they should disagree as to who should be appointed trustee, then the one making the first appointment and filing same with the Clerk of the Chancery Court of the County, where said property or any part thereof is situated, shall be deemed to have acted for all, and such appointment shall be legal and binding; should the beneficiary, payee in said note or notes, or the owner or owners of the indebtedness secured hereby be a banking corporation, then the appointment of a substituted trustee, as herein provided, may be made by such banking corporation acting through its president, vice president or cashier. It shall not be necessary to obtain the consent or resignation of the original trustee or any successor before appointing another trustee in his place, and if the beneficiary herein, the payee in said note or notes, or the owner or holder of the indebtedness secured thereby should die, then his executor or administrator may make such substitution as herein provided; and any such trustee, substituted as herein provided shall have all the powers of said original trustee.

VI. Should the Trustee take possession of the property herein conveyed, such Trustee may without any Court Proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as rents, issues and profits arising therefrom, and in order to effectually carry out this purpose, it is agreed and understood that said Trustee or his successor and the beneficiaries under this Deed of Trust will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice, and the Trustee herein or his successor may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and right hereunder conveyed as if he were a trustee subject to all terms and conditions of this trust properly appointed by decree of court.

VII. This Deed of Trust is given and taken in renewal and extension of a deed of trust dated the _____ day of _____, 19____ and recorded in _____ Trust Deed Book No. _____ at page _____ of the records of _____ County, Mississippi, and is in no way intended to void said deed of trust or impair the security thereof.

Witness _____ signatures, this the _____ day of _____, 19____

Charles E. Cook
CHARLES E. COOK

Sharon L. Cook
SHARON L. COOK

WITNESSES

STATE OF Mississippi

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 25 day of March, 1999, within my jurisdiction, the within named Charles E. Cook and Sharon L. Cook acknowledged that (he) (she) (they) executed the above and foregoing instrument.

(SEAL)

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE
MY COMMISSION EXPIRES: _____
BOONVILLE, MISSISSIPPI

My commission expires:

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority, in and for said county and state, on this the _____ day of _____, 19____, within my jurisdiction, the within named, _____ and _____, who acknowledged that they are the _____ and _____, respectively, of _____ a _____ Corporation, and that for and on behalf of said corporation and as its act and deed, they signed, executed, and delivered the above and foregoing instrument, after first having been duly authorized so to do.

(SEAL)

(NOTARY PUBLIC)

My commission expires:

Trust Deed

FROM

TO

Trustee

STATE OF MISSISSIPPI

County of _____

I the undersigned Chancery Clerk of said County, hereby certify that this Trust Deed was filed for

record at _____ o'clock _____ M., on the _____ day of _____, 19____

that same is duly recorded in Book _____, and Page _____ records of Trust Deeds in my office.

Witness my hand and seal, this _____ of _____, 19____

Clerk

Clerk's fee \$ _____

Sharon L. Cook
8744 Woodberry Rd.
Sharon MS 38671